

VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 12/8/2006

Florida <u>X</u>	North Carolina <u>X</u>	Kentucky <u>X</u>	Pennsylvania <u>X</u>
Texas <u>X</u>	South Carolina <u>X</u>	West Va. <u>X</u>	Maryland <u>X</u>
Georgia <u>X</u>	Puerto Rico <u>X</u>	Delaware <u>X</u>	Other <u>Alabama</u>

FROM: Rural Services Manager  
Virginia Employment Commission  
P. O. Box 1358  
Richmond, Virginia 23211

SUBJECT: Request for Extension of Clearance Order No. VA 6120443

Extension is requested for the 1 cop(ies) of the order which is/are attached,

dated 12/8/2006 for 1, Farmworker, Fruit II 403-687-010  
(No. of Openings) (Occupational Title and Code)

to be sent to the offices of your choice.

COMMENTS: Please indicate below the action taken by your office.

Michelle C. Abraham  
(signature)

\* \* \* \* \*

DATE \_\_\_\_\_

The above request has been reviewed and action taken as indicated below:

ACCEPTED \_\_\_\_\_ Location(s) to which extend:

REJECTED \_\_\_\_\_ Reason for Rejection: \_\_\_\_\_

COMMENTS:

Number of additional copies required. \_\_\_\_\_

\_\_\_\_\_  
(signature)

**Agricultural and Food Processing Clearance Order**  
**Pedido de Empleados para Agricultura y Procesamiento de Alimentos**

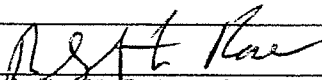
**U.S. Department of Labor**  
**Employment and Training Administration**



O.M.B. Approval No. 1205-0134, Expires 08/31/2009

1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number) Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono) Rosemont Vineyard & Farms, LLC ; 1242 Blackridge Road, LaCrosse, VA 23950; (434) 636-4372				Industry Code / Código de Industria <div style="font-size: 1.5em; font-family: cursive;">0172</div>		Job Order # / No. Orden de Empleo <div style="font-size: 1.5em; font-family: cursive;">UAF 6130493</div>																					
2. Location and Direction to Work Site / Dirección del lugar de trabajo Location: 1242 Blackridge Road, LaCrosse, VA 23950 Directions: From South Hill take Atlantic Ave to 85 South: Exit at Bracey exit 4; turn left onto 903. Travel 6.5-7.0 miles. At Tanglewood development, turn left onto 626 Blackridge Road. Travel 1.5 miles, turning right into driveway with silo on right & go to white building. (see attachment / para más detalles vea _____)				Occupational Title and Code / Título Ocupacional y Código <div style="font-size: 1.5em; font-family: cursive;">FARMWORKER fruit</div>																							
				Clearance Order Issue Date / Fecha de Tramite: <div style="font-size: 1.5em; font-family: cursive;">12/8/06</div>																							
3. Location and Description of Housing / Dirección y Descripción de la Vivienda Single wide mobile home located at 1367 Blackridge Rd, LaCrosse, VA 23950. Space for 6 persons. Housing will be clean and in compliance with ETA 20 CFR 654 Housing Standards. Has complete furnishings with appliances. Worker will be responsible for maintaining housing in a neat and clean manner. Reasonable repair cost of damage, other than that caused by normal wear and tear, will be deducted from the earnings of worker who is found to be responsible for damage to housing and/or furnishings. Housing and utilities are provided at no cost to worker who are unable to return to their place of residence the same day. See Attachment 1, item 3 & Attachment 2 (see attachment / para más detalles vea _____)				6. Anticipated Period of Employment / Periodo Anticipado de Empleo From/ Desde: <u>02/01/07</u> To / Hasta <u>11/01/07</u>																							
				7. No. of Worker's Requested / No. de Trabajadores Pedidos <div style="text-align: right;">1</div>																							
4. Board Arrangements / Arreglo de Alojamiento Worker will purchase ingredients and prepare own meals. Employer will furnish free & convenient cooking & kitchen facilities so that worker may prepare own meals. Employer will provide cooking, food preparation, & serving utensils at no cost to the worker. Employer will provide transportation to assure worker access to stores where one can purchase groceries if the employer is providing cooking & kitchen facilities. (see attachment / para más detalles vea _____)				8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena <table style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2"></td> <td style="text-align: right;">Total:</td> <td style="text-align: right;">40</td> </tr> <tr> <td>Sunday / Domingo</td> <td></td> <td>Wednesday / Miércoles</td> <td style="text-align: right;">8</td> </tr> <tr> <td>Monday / Lunes</td> <td style="text-align: right;">8</td> <td>Thursday / Jueves</td> <td style="text-align: right;">8</td> </tr> <tr> <td>Tuesday / Martes</td> <td style="text-align: right;">8</td> <td>Friday / Viernes</td> <td style="text-align: right;">8</td> </tr> <tr> <td colspan="2"></td> <td>Saturday / Sábado</td> <td></td> </tr> </table>						Total:	40	Sunday / Domingo		Wednesday / Miércoles	8	Monday / Lunes	8	Thursday / Jueves	8	Tuesday / Martes	8	Friday / Viernes	8			Saturday / Sábado	
						Total:	40																				
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Monday / Lunes	8	Thursday / Jueves	8																								
Tuesday / Martes	8	Friday / Viernes	8																								
		Saturday / Sábado																									
5. Referral Instructions / Instrucciones para el Referimiento de Candidatos The referral under this job order is to be made to the South Hill local office of the Virginia Employment Commission utilizing the America's Job Bank for out-of-state referrals. The address of that office is Virginia Employment Commission Workforce Center; PO Box 485, 910 Mecklenburg Avenue, South Hill, VA 23970; Telephone (434) 447-8700 (see attachment / para más detalles vea _____)				9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar. Employer / El Empleador Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Local Office/Oficina Local Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																							
				10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box] To build trellis system for grapes; To plant by hand, cultivate, prune, propagate, and harvest grapes; Includes cleaning of fields with hoe, pulling of leaves by hand to expose fruit to sun, training & trimming vines by hand, & general clean up & maintenance to orchard. (continued - See Attachment 1 Item 10) (see attachment / para más detalles vea _____)																							
10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box] (see attachment / para más detalles vea _____)																											
11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)																											
Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, ect.)	Deductions / Deducciones	YES SI	NO NO	Pay Period Periodo de Pago																				
Grapes	\$ 8.51	\$ NA	NA	Social		X	Weekly / Semanal																				
	\$	\$		Federal Tax Impuestos Federales		X	X																				
	\$	\$		State Tax Impuestos Estatales		X	Bi-weekly / cada 2 sem.																				
	\$	\$		Meals (comidas)		X																					
	\$	\$		Other (specify)/ Otro		X	Other / Otro																				
More Details About the Pay/Más Detalles Sobre el Pago See Attachment 1 Item 11 (see attachment / para más detalles vea _____)																											
12. Transportation Arrangements / Arreglos de Transportación (Please explain) Employer does not advance transportation or subsistence pay from place of recruitment to place of employment. (See Attachment 1 Item 12) (see attachment / para más detalles vea _____)																											
13. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es la costumbre en el area de usar Contratistas Agricolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(s)? Yes/Si <input type="checkbox"/> No <input checked="" type="checkbox"/> If you have checked yes, what is the FLC wage for each activity?/Si contesto "Si," cual es el salario que le paga al Contratista Agrícola para cada actividad?																											
14. Unemployment Insurance provided / Seguro por Desempleo: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>						15. Workers' compensation insurance provided / Indemnización por accidente de trabajo: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>																					
16. Are tools provided at no charge to the workers? / ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>						17. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None")/Indique todo acuerdo o convenio con los propietarios del establecimiento o sus representantes con respecto al pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno") None																					
18. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None")/ Enumere todo huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno") None																											
19. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radió la Oferta (incluya número de teléfono) Virginia Employment Commission Workforce Center; PO Box 485; 910 N Mecklenburg Ave, South Hill, VA 23970				20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya numero de telefono) Ms. Eve Bagley (434) 447-8700																							
21. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materiales, terminus, y condiciones ofrecidos.																											

Employer's Signature & Title/ Firma y Título del Empleador  
R. Stephen Rose, Managing Member



READ CAREFULLY: In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truth-fullness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party.

LEASE CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente el Servicio de Empleo es un intercambio gratis de trabajo para juntar a los empleadores y trabajadores que buscan empleo, ni ETA ni las agencias del estado pueden garantizar la verdad y certeza de la información contenida en la Orden de Trabajo sometida por el Empleador. Tampoco, ninguna orden de trabajo aceptada o reclutada por el Servicio de Empleos constituye una oferta contractual de la cual ETA ni la agencia del Estado son parte

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents obligation to reply to these requirements are mandatory by 20 CFR 653.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room S-4321, Washington, D.C. 20210 (Paperwork Reduction Project 1205-0134).

## **ATTACHMENT 1 for Rosemont Vineyard & Farms, LLC**

(Used for further detail of ETA 790; Item numbers below correlate to item numbers on ETA 790)

Page 1

### **Item 3 – Location & Description of Housing**

Housing is a single wide mobile home located at 1367 Blackridge Road, LaCrosse, VA 23950. Directions from South Hill, take Atlantic Avenue to 85 South; Exit at Bracey exit 4; turn left onto 903. Travel 6.5 – 7.0 miles. At Tanglewood development, turn left onto 626 Blackridge Road. Travel 2 miles. Mobile home on left.

### **Item 10 – Job Specifications**

Worker will be required to work in cold, wet, hot, humid weather (temps from just below 30 degrees to above 100 degrees), and be able to stand on feet for long periods of time. Worker should be physically able to lift up to fifty lbs. on a consistent basis throughout the day. During periods of light rain when worker will be required to work, rain gear will be provided at no cost to the worker. Worker will also be provided with gloves, steel-toed shoes, and protective glasses as needed at no cost to them.

For planting grapes: In prepared soil, worker will space plants 6 to 10 feet apart (depending on the variety). For each vine, worker will dig a hole 12 inches deep and 12 inches wide, making sure the hole will accommodate the roots, then refill the hole with soil and water. Worker may need to trim off any broken roots or roots too long to fit into the hole without crowding.

For pruning grapes: While pruning vines, worker will receive proper tools for the job, i.e. hand snips. The supervisor will instruct on the set pattern for this function and demonstrate to the worker. Worker will be assigned rows and must prune each vine according to the demonstrated standard.

For picking grapes: Worker will be assigned a row and is responsible for picking all the proper grapes from that row. Grapes are selected from the vine according to size and/or color standard set by the supervisor. The entire vine must be checked to ensure removal of all fruit meeting the picking requirements. Grapes are placed gently in the picking container until container is full. The full picking container is then gently emptied into a field bin, taking care not to spill or bruise the fruit.

For orchard maintenance: Workers will be required to hoe, weed, spread fertilizer by hand, repair and build trellis's, use hand sprayers, remove vines, lay irrigation pipe, repair and maintain drip system, and train grape vines. All equipment will be provided by the employer at no cost to the worker.

### **Item 11 – Wage Rates, Special Pay Information and Deductions**

The current Adverse Effect Wage Rate (AEWR) of \$8.51 per hour or the AEWR in effect at the time work is performed, the prevailing hourly rate, or the legal Federal or State Minimum Wage Rate, whichever is highest, is guaranteed to all workers. In the event the US Department of Labor (DOL) promulgates a new AEWR during the recruitment or work contract period that is lower than the current AEWR at the time of application, the employer will continue to pay \$8.51 per hour guaranteed minimum (unless there is a prevailing hourly wage that is higher than the AEWR.)

The employer guarantees to offer employment for a minimum of three-quarters (3/4) of the workdays of the total specified period during which the work contract and all extensions thereof are in effect beginning with the first work day after worker's arrival at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God terminations, the three-quarters (3/4) guarantee period ends on the date of termination. The worker is not required to work more than eight (8) hours per day except when otherwise stated in the job order or on the worker's Sabbath or federal holiday to meet the guarantee period. The employer guarantees the worker the amount the worker would have earned had the worker in fact worked for the guaranteed number of days.

Worker will be paid weekly.

The employer will provide worker who is referred through the Interstate Clearance System forty (40) hours of work for the week beginning with the anticipated date of need unless the employer has amended the date of need by notifying the local office no later than ten (10) days before the date of need. If the employer fails to notify the order holding office, then the employer shall pay an eligible worker who is referred through the Clearance System \$8.51 per hour for the first week starting with the originally anticipated date of need. The employer will require the worker to perform alternative work if the guarantee cited in this section is involved. The alternative work and pay will be \$8.51 per hour for other work related to growing grapes and operating a farm. If the worker who is referred fails to notify the order holding office of continued interest in the job at least five (5) days before the date of need, worker will be disqualified from the above mentioned assurance.

The employer will make the following deductions: FICA (X) Federal Taxes (X) State Taxes (X) Willful destruction of property (X) Advances ( ) Meals ( )

Eight (8) hours per day is normal. The worker may be requested but not required to work more hours per day and/or on the Sabbath depending upon conditions in the fields. The employer will designate time for lunch and breaks. Worker may be requested to work Saturday and Sunday during peak grape harvest and special vineyard needs but not required. This requirement pertains to both alien and US workers as per instructions in the H-2A Program Information Booklet.

#### Item 12 – Transportation

The employer will reimburse worker upon completion of 50% of the work contract for transportation and daily subsistence (not less than \$9.30 per day) from the place from which the worker, without intervening employment will come to work for the employer. In addition, those workers paying such transportation and subsistence expenses and who are terminated by the employer as a result of an Act of God (an Act of God shall mean any frost, hail, stones, flood or natural calamity of such character as to make further fulfillment of this contract impossible), and the RA certifies, or as a result of mutual agreement by worker and employer shall be reimbursed the same. All payment aforesaid shall be due on a day not later than the first day subsequent to the completion of the minimum employment period. In the case of termination as a result of an Act of God, the employer will also provide or pay the cost of return transportation and subsistence enroute from the place of employment to the place of recruitment, except when the worker is not returning to the place of recruitment and has subsequent employment with an employer who will bear transportation expenses.

If the worker completes his contract, the employer will provide or pay the cost of return transportation and subsistence enroute from the place of recruitment except when the worker is not returning to the place of recruitment, and has subsequent employment with an employer who will bear transportation expenses.

If the worker voluntarily abandons his employment or is terminated for cause prior to completion of his contract, the employer will not be responsible for providing or paying the cost of return transportation and subsistence enroute from the place of employment to the place of recruitment. All transportation provided by the employer will be by common carrier or other transportation facilities that conform to applicable regulations of the Interstate Commerce Commission. The employer will provide worker transportation from the living quarters to the work site and back each day at no cost to the worker.

### Other Conditions of Employment

Termination: – The employer may terminate the worker with notification to the employment service local office if the worker (a) refuses without justified cause to perform work for which the worker was recruited and hired or (b) commits serious acts of misconduct.

In the event of termination resulting from an Act of God, the employer will provide or pay reasonable costs of return transportation and subsistence to the place of recruitment and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to the place of employment.

Training: - The only work standards required of any alien or US worker will be that after a three (3) day training period each worker possess the physical capabilities to work in the production of grapes.

Injuries: - Worker will be covered by Workers Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage will be provided to the Regional Administrator before certification is granted.

Tools, Supplies, & Equipment: Employer will provide without charge all tools, supplies, and equipment to the worker.

Employer Obligation if Employment is Extended: No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or if specified in the job order as a term of employment, providing transportation or paying return transportation expenses to the worker.

Employer Notification of Changes in Employment Terms and Conditions: - Employer will expeditiously notify the Order Holding Local Office or State Agency by telephone immediately upon learning that a crop is maturing earlier or later, or weather conditions, over recruitment or other factors have changed the terms and conditions of employment.

Outreach Workers: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities. The employer agrees to comply by all assurances of 20 CFR 653.107, 20 CFR 653.501, and 20 CFR 655.103.

Work Agreement: - The employer will provide a copy of the contract of Job Clearance Order to the worker no later than on the day the work commences.

Wage Statements: - Employer will furnish the worker on or before each pay period written statements showing the hours actually worked by the worker, the worker's hourly rate of pay, the hours of employment offered including those above the guarantee and total earnings for the pay period. Add deductions will be itemized.

Other: - Worker must have necessary documents to complete INS Form I-9 upon hiring but not prior the the interview. Workers will have up to three (3) days from date of hire to provide I-9 documents.

The employer's anticipated work force equals 4 workers.

## **ATTACHMENT 2 COMMUNITY SERVICES**

### Mecklenburg County Health Department

Boydton, VA 23917

Telephone: (434) 738-6545 or for South Hill Residents (434) 447-7636

1. Protection: Environmental control of water, sewage, milk, rodents and vector control.
2. Prevention: Immunization, investigation of communicable disease, food poisoning, tuberculosis, venereal disease control
3. Home Health Services: Visiting nurse services
4. Clinic: X-ray, prenatal, immunization, pre-school clinics

### Department of Social Services

Boydton, VA 23917

Telephone: (434) 738-6138 or for South Hill Residents (434) 447-7636

### Emergency Services

Southside Rescue Squad

South Hill, VA 23970

(434) 447-3226 or 911

### Fire Department

South Hill Volunteer Fire Dept

South Hill, VA 23970

(434) 447-3226 or 911

### Sheriff

Mecklenburg County Sheriff's Dept – Emergency Only

Danny Fox, Sheriff

Boydton, VA 23917

Telephone: Emergency only: (434) 738-6171 or

Non-Emergency South Hill Residents (434) 447-7636

### Virginia State Police

Highway US 1 North

Telephone: (434) 447-4121

Toll Free: 1-800-553-3134

### Community Memorial Healthcenter

125 Buena Vista Circle

South Hill, VA 23970

Telephone: (434) 447-3151

Provides inpatient & outpatient emergency care, emergency room service, surgery, and

### Virginia Justice Center for Farm & Immigrant Workers

Tim Freilich, Attorney at Law

1000 Preston Avenue, Suite A

Charlottesville, VA 22903

Telephone: (434) 977-0553 Fax: (434) 977-0558 Toll Free: 1-800-578-8111

International: 1-800-892-1751

## APPLICATION FOR CONDITIONAL ENTRY

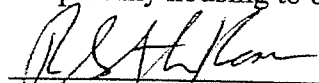
I, Rosemont Vineyard & Farms, LLC, as the employer, agree to abide by the regulations at 20 CFR 655.103 and 20 CFR 653.501.

I hereby request permission for conditional entry into the intrastate/interstate clearance system so that my job order can be transmitted to labor supply states in a timely manner to facilitate the recruitment of workers.

As a condition to placing my order into clearance, I, Rosemont Vineyard & Farms, LLC, certify that 30 days prior to occupancy, my housing will meet standards of the US Department of Labor.

I also authorize representatives of the Virginia Employment Service, the Virginia Health Department and/or the US Employment and Training Administration to inspect the housing that I am offering such workers at any reasonable time to verify its condition.

I expect my housing to be occupied by February 1, 2007.

  
R. Stephen Rose, Managing Member

11-30-06  
Date

  
Agent

11-30-06  
Date



VIRGINIA EMPLOYMENT COMMISSION

VIRGINIA EMPLOYMENT COMMISSION AGENCIA

SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED  
ON JOB ORDER

SUMARIO DE LAS CONDICIONES DE EMPLEO QUE SON  
ESPECIFICADAS EN LA ORDEN DE TRABAJO

1. ORDER NUMBER: 6120443

1. NUMERO DE LA ORDER: 6120443

2. NAME OF EMPLOYER: Rosemont Vineyard

2. NOMBRE DEL EMPLEADOR: Rosemont Vineyard

3. LOCATION OF EMPLOYER AND DIRECTIONS:  
(See ES 338) 85 N to 1903 to 1 Big Rock Rd to trailer  
200055 from vineyard  
Mecklenburg Co

3. LUGAR Y DIRECCION DEL EMPLEADOR:  
(See ES 338)

4. PERIOD OF EMPLOYMENT: 2-1-07  
FROM 11-1-07

4. PERIODO DE EMPLEO:  
DEL 2-1-07 - 11-1-07

5. WORK SCHEDULE:  
HOURS PER DAY 7 DAYS PER WEEK 6

5. HORARIO DE TRABAJO:  
HORAS POR DIA 7 NUMERO DE DIAS POR  
SEMANA 6

6. CROP AND PAY:  
CROP: GRAPES grapes  
HOURLY WAGE: 8.51  
PIECE RATE:

6. COSECHA Y PAGO:  
COSECHA uvas  
SUELDO POR HORA 8.51  
PAGA POR UNIDAD:

7. WORK TASKS TO BE PERFORMED:  
Performs a variety of tasks under supervision in  
vineyard/winery operation. Primary tasks are grape production  
and cultural activities, including planting and cultivation of  
vines and harvesting grapes.

7. LABORES A DESEMPEÑAR EN EL TRABAJO:  
Hacen tareas con supervision en vinedo/vineria operacion.  
Primo tareas: uvas produccion y cultural actividades, incluye  
plantan, cultivan de parra, y harvestan uvas.

8. TRANSPORTATION PROVIDED:  
FROM LABOR CAMP TO WORK SITE AND RETURN  
Yes

8. TRANSPORTACION PROVISTA: DESDE EL  
ENCAMPAMIENTO TIASTA LOS LUGAR M DE  
TRABAJO Y VUELTA: SI

9. HOUSING CAN ACCOMMODATE 2 PERSONS  
— INDIVIDUAL  
0 FAMILY

9. VIVENDA DISPONIBLE PAI 2 PERSONAS:  
— INDIVIDUOS  
0 FAMILIAS

10. MEALS:

10. COMIDAS:

PROVIDED: NO

PROVISTAS: NO

IF YES: COST PER DAY \_\_\_\_\_  
(See item 13 in Job Order)

SI SON PROVISTAS, EL COSTO POR  
DIA SERA \_\_\_\_\_ (Vea Num. 13 en la Orden de  
Trabajo)

WORKERS MAY DO THEIR OWN COOKING:

LOS TRABAJADORES TIENEN QUE COCINAR SUS  
COMIDAS: SI

YES

11. DEDUCTIONS:

11. DEDUCCIONES:

TYPE	AMOUNT
SOCIAL SECURITY	XXXXXX
INCOME TAX	XXXXXX
TRANSPORTATION	NONE

CLASE	CANTIDAD
SEGURO SOCIAL	XXXXXX
IMPUESTOS SOBRE INGRESOS	XXXXXX
TRANSPORTACION	NO
HERRAMIENTAS Y MAQUINARIA	NO

TOOLS & EQUIPMENT NONE

CREWLEADER CHARGES NONE

12. NOTES TO WORKERS:

A copy of the full job order is available for inspection in this office.

The employer has guaranteed your first week's wages unless he/she notifies this job service of a later starting date by

1-23-07

In order for you to be eligible for this guarantee, you must contact the job service at:

VIRGINIA EMPLOYMENT COMMISSION  
910 N. Mecklenburg Ave  
SOUTH HILL VA 23970

During the period of 1-25-07 1-28-07  
Any Job Service office will assist you in doing this. ☒

SUMA COBRADA POR EL  
CONTRATISTA DE TRABAJADORES  
AGRICOLAS NO

12. NOTAS PARA EL TRABAJADOR:

La copia de la orden completa esta disponible en la oficina para su inspeccion:

El empleador ha garantizado el pago por su primera semana de empleo a menos que este notifique al Servicio de Empleos que la fecha de comenzar a trabajar sera atrasada, y que tal notificacion sen a nas tardar el 12307

Para que Ud pueda tener derecho a esta garantia de pago, tendra que ponerse en contacto con la Oficina del Servicio de Empleos en el:

VIRGINIA EMPLOYMENT COMMISSION  
910 N. Mecklenburg Ave  
SOUTH HILL VA 23970

Durante el periodo el 12507 al 12807  
Cualquier Oficina del Servicio de Empleos le asistira en hacerlo.

**EMPLOYER'S STATEMENT PURSUANT TO 20 CFR SECTION 655.101 (a)(2)**

The undersigned employer, pursuant to 20 CFR Section 655.101 (a)(2), does hereby authorize Labor Services International, LLC (LSI) to act as my agent and on my behalf for the purpose of signing and filing an Application for Temporary Alien Agricultural Labor Certification and to do any and all other acts necessary to pursue and obtain such Certification. My said agent, however, is specifically not authorized to accept for interview workers being referred to the job or to make hiring commitments on my behalf. In addition, my agent is specifically not authorized to hire, pay, fire, supervise or otherwise control the work of any employee.

As the employer, I assume full responsibility for the accuracy of the Application, for all representation made by my said agent on my behalf, and for the compliance with all regulatory and other legal requirements.

  
\_\_\_\_\_  
Employer Signature

11-30-06  
\_\_\_\_\_  
Date

LSI does hereby certify that it is acting only as agent for the above employer with respect to its Temporary Alien Agricultural Labor Certification Application. LSI is neither the employer nor a joint employer of the workers requested, and the individual employer above retains the full power to hire, pay, fire, supervise, and otherwise control the work of all workers requested through the Employment Service. LSI has been specifically authorized not to make hiring commitments on behalf of the employer.

  
\_\_\_\_\_  
By LSI, Elaine H. Trujillo

11-30-06  
\_\_\_\_\_  
Date